

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Land O'Lakes, Inc.		10/29/2009	CORPORATION: MINNESOTA
Agricultural Indemnity Insurance Company		10/29/2009	COMPANY: VERMONT
America's Country Stores Holdings, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
America's Country Stores, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Cushing, Oklahoma Brownfields, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Feed Services, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Forage Genetics International, LLC		10/29/2009	LIMITED LIABILITY COMPANY: MINNESOTA
Golden State Feeds, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Kiel Cheese, LLC		10/29/2009	LIMITED LIABILITY COMPANY: WISCONSIN
Land O'Lakes Holdings, Inc.		10/29/2009	CORPORATION: MINNESOTA
Land O'Lakes International Development Corporation		10/29/2009	CORPORATION: DELAWARE
Land O'Lakes Purina Feed, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
LOL Holdings II, Inc.		10/29/2009	CORPORATION: DELAWARE
Milk Products, LLC		10/29/2009	LIMITED LIABILITY COMPANY: MINNESOTA
Northwest Food Products Company, Inc.		10/29/2009	CORPORATION: MINNESOTA
Northwest Food Products Transportation, LLC		10/29/2009	LIMITED LIABILITY COMPANY: WISCONSIN
Nutra-Blend, LLC		10/29/2009	LIMITED LIABILITY COMPANY: MISSOURI
Penny-Newman Milling, LLC		10/29/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
			LIMITED LIABILITY

OP \$440.00 295002

TRADEMARK

900147254

REEL: 004093 FRAME: 0507

PMI Nutrition International, LLC		10/29/2009	COMPANY: DELAWARE
PMI Nutrition, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Purina Mills, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Retail Agronomy Solutions, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Thomas Products, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE
Winfield Solutions, LLC		10/29/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CoBank, ACB
Street Address:	5500 South Quebec Street
City:	Englewood
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Bank:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	295002	LAND O'LAKES
Registration Number:	2884010	LAND O LAKES
Registration Number:	2743924	LAND O LAKES
Registration Number:	2048921	EQUINE SENIOR
Registration Number:	1749545	STRATEGY
Registration Number:	1150586	OMOLENE #100
Registration Number:	1150583	OMOLENE #200
Registration Number:	1150584	OMOLENE #300
Registration Number:	2143176	CROPLAN GENETICS
Registration Number:	2583870	CORNERSTONE
Registration Number:	2304695	ORIGIN
Registration Number:	1865505	CLASS ACT
Serial Number:	77718591	AGRISOLUTIONS
Serial Number:	77718550	AGRISOLUTIONS
Serial Number:	77718319	AGRISOLUTIONS
Serial Number:	77686167	AGRISOLUTIONS

Serial Number:	77686168	AGRISOLUTIONS
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CORRESPONDENCE DATA

Fax Number: (312)706-8248

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127018352

Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Erick J. Palmer

Address Line 1: P. O. Box 2828

Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	09191111 EJP
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NAME OF SUBMITTER:	Erick J. Palmer
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Signature:	/ejp/
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Date:	11/09/2009
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Total Attachments: 30

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TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2009, among LAND O'LAKES, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto (each, a "Subsidiary Party"), and COBANK, ACB, as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of October 29, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Parties and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Revolving Credit Agreement, dated as of October 29, 2009 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The Purchasers have agreed to purchase the Senior Notes subject to the terms and conditions set forth in the Note Purchase Agreement dated as of October 29, 2009 among the Borrower and the Purchasers party thereto (the "Purchasers") (as amended, supplemented or otherwise modified from time to time, the "Senior Note Purchase Agreement"). The obligations of the Lenders to extend such credit and the purchase by the Purchasers of the Senior Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and the purchase of the Senior Notes pursuant to the Senior Note Purchase Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and the Purchasers to purchase the Senior Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and


(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LAND O'LAKES, INC., as the Borrower,

By: 
Name:
Title:

COBANK, ACB, as Collateral Agent,

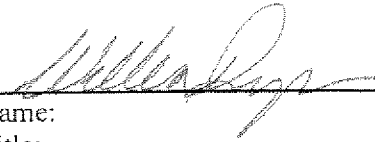
By: _____

Name: Michael Tousignant
Title: Vice President

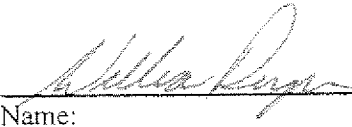
AGRICULTURAL INDEMNITY INSURANCE
COMPANY, as a Subsidiary Party,

By: Bill Baum
Name:
Title:

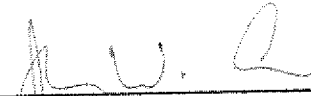
AMERICA'S COUNTRY STORES HOLDINGS,
LLC, as a Subsidiary Party,

By: 
Name:
Title:

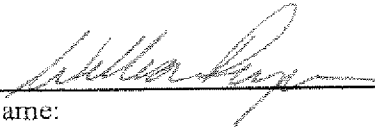
AMERICA'S COUNTRY STORES, LLC, as a
Subsidiary Party,

By: 
Name:
Title:

CUSHING, OKLAHOMA BROWNFIELDS, LLC,
as a Subsidiary Party,

By: 
Name:
Title:

FEED SERVICES, LLC, as a Subsidiary Party,

By: 
Name:
Title:

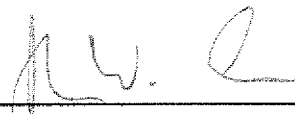
FORAGE GENETICS INTERNATIONAL, LLC,
as a Subsidiary Party,

By: 

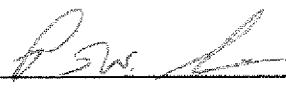
Name:

Title:

GOLDEN STATE FEEDS, LLC, as a Subsidiary
Party,

By: 
Name: _____
Title: _____

KIEL CHEESE, LLC, as a Subsidiary Party,

By: 
Name:
Title:

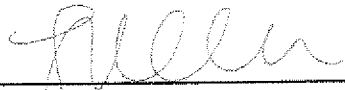
LAND O'LAKES HOLDINGS, INC., as a
Subsidiary Party,

By: 

Name:

Title:

LAND O'LAKES INTERNATIONAL
DEVELOPMENT CORPORATION, as a
Subsidiary Party,

By: 
Name:
Title:

LAND O'LAKES PURINA FEED LLC, as a
Subsidiary Party,

By: RESV
Name:
Title:

LOL HOLDINGS II, INC., as a Subsidiary Party,

By: Colleen Dany
Name:
Title:

MILK PRODUCTS, LLC, as a Subsidiary Party,

By: 

Name:

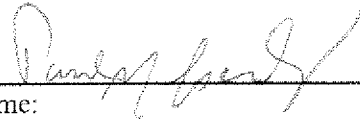
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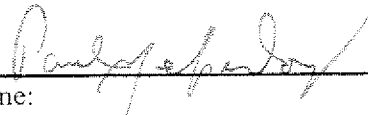
Trademark Security Agreement

TRADEMARK
REEL: 004093 FRAME: 0526

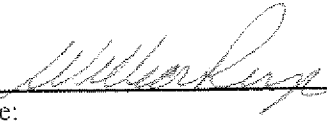
NORTHWEST FOOD PRODUCTS COMPANY,
INC., as a Subsidiary Party,

By: 
Name:
Title:

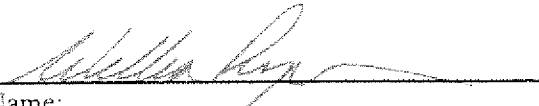
NORTHWEST FOOD PRODUCTS
TRANSPORTATION, LLC, as a Subsidiary Party,

By: 
Name:
Title:


NUTRA-BLEND, LLC, as a Subsidiary Party,

By: 
Name:
Title:

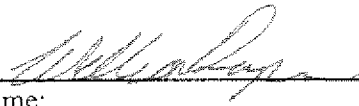
PENNY-NEWMAN MILLING, LLC, as a
Subsidiary Party,

By: 
Name:
Title:

PMI NUTRITION INTERNATIONAL, LLC, as a
Subsidiary Party,

By: 
Name:
Title:

PMI NUTRITION, LLC, as a Subsidiary Party,

By: 
Name:
Title:

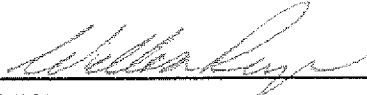
PURINA MILLS, LLC, as a Subsidiary Party,

By: _____

Name:

Title:

RETAIL AGRONOMY SOLUTIONS, LLC, as a
Subsidiary Party,

By: 
Name:
Title:

THOMAS PRODUCTS, LLC, as a Subsidiary
Party,

By: 

Name:

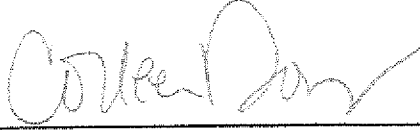
Title:

WINFIELD SOLUTIONS, LLC, as a Subsidiary
Party,

By: _____

Name:

Title:






Schedule I
Subsidiary Parties

Agricultural Indemnity Insurance Company
America's Country Stores Holdings, LLC
America's Country Stores, LLC
Cushing, Oklahoma Brownfields, LLC
Feed Services, LLC
Forage Genetics International, LLC
Golden State Feeds, LLC
Kiel Cheese, LLC
Land O'Lakes Holdings, Inc.
Land O'Lakes International Development Corporation
Land O'Lakes Purina Feed, LLC
LOL Holdings II, Inc.
Milk Products, LLC
Northwest Food Products Company, Inc.
Northwest Food Products Transportation, LLC
Nutra-Blend, LLC
Penny-Newman Milling, LLC
PMI Nutrition International, LLC
PMI Nutrition, LLC
Purina Mills, LLC
Retail Agronomy Solutions, LLC
Thomas Products, LLC
Winfield Solutions, LLC

Schedule II

Trademarks

Mark	Registration No.	Registration Date	Owner
	0,295,002	06/14/1932	Land O'Lakes, Inc.
	2,884,010	09/14/2004	Land O'Lakes, Inc.
	2,743,924	07/29/2003	Land O'Lakes, Inc.
EQUINE SENIOR	2,048,921	04/01/1997	Purina Mills, LLC
STRATEGY	1,749,545	01/26/1993	Purina Mills, LLC
OMOLENE #100	1,150,586	04/07/1981	Purina Mills, LLC
OMOLENE #200	1,150,583	04/07/1981	Purina Mills, LLC
OMOLENE #300	1,150,584	04/07/1981	Purina Mills, LLC
CROPLAN GENETICS	2,143,176	03/10/1998	Land O'Lakes, Inc.
CORNERSTONE	2,583,870	06/18/2002	Winfield Solutions, LLC
ORIGIN	2,304,695	12/28/1999	Winfield Solutions, LLC
CLASS ACT	1,865,505	12/06/1994	Winfield Solutions, LLC

Trademark Applications

Mark	Application No.	Filing Date	Owner
AGRSOLUTIONS	77/718,591	04/21/2009	Winfield Solutions, LLC
AGRSOLUTIONS	77/718,550	04/21/2009	Winfield Solutions, LLC
AGRSOLUTIONS	77/718,319	04/21/2009	Winfield Solutions, LLC
AGRSOLUTIONS	77/686,167	03/09/2009	Winfield Solutions, LLC
AGRSOLUTIONS	77/686,168	03/09/2009	Winfield Solutions, LLC